

B. WHEREAS the Commission indicated, by Memorandum Opinion and Order, FCC 97-178, released June 3, 1997 (the "FCC Decision") issued in a consolidated proceeding (the "Consolidated Proceeding") in which the qualifications of numerous applicants and licensees including Tentative Grantee were in issue, that the Application for the Market would be granted upon further review of ownership information to be submitted by Tentative Grantee which grant would result in the issuance of an authorization (the "Authorization");

C. WHEREAS Petitioners are parties to the Consolidated Proceeding, have been adverse litigants with respect to the Application for the Market, and may have certain rights of appeal (the "Appeal Rights") with respect to the FCC Decision;

D. WHEREAS Petitioners and Tentative Grantee desire to terminate their litigation and have agreed to compromise their respective claims and settle their differences; and

E. WHEREAS the Commission encourages the settlement of licensing disputes to mitigate the expenses and delays associated with litigation.

THEREFORE, it is agreed as follows:

1. Settlement Payment. Subject to the terms and conditions set forth below, Tentative Grantee agrees to pay Petitioners the sum of \$725,895.00 (the "Payment") in consideration for the relinquishment by Petitioners of their Appeal Rights with respect to the Application and with respect to any and all

objections or adverse comments Petitioners may have had with respect to the Application in any judicial or regulatory forums.

2. Commission Approval. The Parties shall cooperate in good faith to secure a ruling from the Commission either (a) approving the Agreement and the Payment; or, (b) indicating that such approval is not required. Petitioners shall petition the Commission for a ruling that the settlement of an applicant market in the Consolidated Proceeding is not subject to Commission approval and/or not subject to any requirement that any resulting settlement payments not exceed the legitimate and prudent expenses of Petitioners, on the ground that settlements of applicant markets should be governed by the rules that were in effect at the time that the applications and initial objections were filed. In the alternative, Petitioners shall seek a ruling that approval of the Payment is in the public interest, and that any applicable limitation on such settlement payment be waived. Tentative Grantee shall not oppose, object to, protest, petition against or otherwise comment adversely upon, the Petitioners' request for such Commission ruling.

3. Modification of Payment by Commission Order. In the event of a Commission ruling disapproving the Payment to Petitioners in whole or in part, Petitioners shall have the right but not the obligation to exhaust their administrative and court remedies to overturn or modify the adverse ruling. If any such appeals are foregone or are ultimately unsuccessful, then the

amount of the Payment due Petitioners from Tentative Grantee under this Agreement shall be reduced to such amount as the Commission may approve by Final Order (as hereinafter defined) provided that Tentative Grantee has not breached the obligation of cooperation set forth in Paragraph 2 above. For purposes of this Agreement, the term Final Order shall mean an order with respect to the Application, whether administrative or judicial, which, by lapse of time or otherwise, is no longer subject to reconsideration, review or appeal.

4. Payment Terms. The Payment shall be due and payable in immediately available funds on the earlier of (a) thirteen months after the commencement of service in the Market by Tentative Grantee from at least one cell site location (the "Service Date") provided that the grant of the Application has become a Final Order; (b) the date of consummation of an assignment, transfer of control or a sale of Tentative Grantee's right, title and interest in and to the Application or the Authorization for the Market, whether or not the grant of the original Application or of the subsequent assignment or transfer of control application is a Final Order; (c) the execution of a settlement agreement between Tentative Grantee and any third party pursuant to which Tentative Grantee agrees to relinquish its claims in the Consolidated Proceeding with respect to the Market, to dismiss the Application, to turn in any Authorization or otherwise to abandon those rights it may have in the Market; or (d) the date on which the grant of

the Application becomes a Final Order if such date is more than 13 months after the Service Date. Interest shall accrue on unpaid sums at an annual rate of 10% from the date the Commission approves this Agreement or indicates that no such approval is required. Tentative Grantee shall be deemed relieved of the obligation to make the Payment if none of the conditions set forth in subparagraphs 4(a)(b)(c) and (d) of this section are satisfied.

5. Most Favored Nation. If Petitioners agree to settle with another applicant or licensee that is a party to the Consolidated Proceeding at a price that is less than \$1.71 times the population of the newly settled RSA (calculated using the 1996 population figures compiled by Donaldson, Lufkin and Jenrette) then the Payment due to Petitioners by Tentative Grantee shall be reduced to an equivalent "per pop" figure based upon 424,500 market pops for the Market.

6. Forbearance of Petitioners. Except as otherwise explicitly contemplated by this Agreement, Petitioners shall not (a) further oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal the portion of the FCC Decision granting the Application, or (b) oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal any aspect of Tentative Grantee's Application or the amendment thereof. In the event of further proceedings with respect to the Application before the Commission upon further review, before the

U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Petitioners agree, subject to the understandings otherwise set forth in this Agreement, that they shall take no adverse position with reference to the Application and the Tentative Grantee. Specifically, and without limitation, Petitioners shall not oppose, object to, protest, petition against or otherwise comment adversely upon any assertion by which Tentative Grantee seeks to distinguish its factual and legal circumstances from those of the other applicants or licensees in the Consolidated Proceeding. Petitioners further agree that none of them shall oppose, object to, protest, petition against or otherwise comment adversely upon any major or minor modification, assignment, transfer, point-to-point microwave, FCC Form 489 or any other applications, notifications or filings by Tentative Grantee respecting the Application, the Authorization and the Market before the Commission and any other regulatory or judicial forum whatsoever, provided that Tentative Grantee is not in breach of the terms of this Agreement.

7. Preserved Claims. This Agreement shall not bar Petitioners from continuing to fully and diligently prosecute positions adverse to applicants and licensees other than Tentative Grantee in the Consolidated Proceeding. To the extent that there are common issues of fact and/or of law respecting Tentative Grantee and other applicants or licensees in the Consolidated

Proceeding, it shall not be considered a breach of this Agreement for Petitioners to advocate that such facts and law warrant the dismissal of the applications of such other applicants and/or the revocation of the authorizations of such other licensees, nor for Tentative Grantee to counter that such facts and law do not warrant the dismissal of the Application or the revocation of the Authorization. In this regard, Tentative Grantee acknowledges that it has been informed by Petitioners that they intend to seek reconsideration of the FCC Decision to the extent that such decision grants the applications, or terminates the revocation proceeding, with regard to applicants or licensees who have not settled with the Petitioners.

8. Distribution of Settlement Proceeds. Tentative Grantee shall be deemed to have satisfied its payment obligations under this Agreement if it tenders the full amount then due by wire transfer or cashier's check to Paul, Hastings, Janofsky & Walker LLP as trustee, Bank of America, ABA#12100358, 525 South Flower Street, Los Angeles, CA 90071, account number 14599-04796 or such other law firm escrow account as the Petitioners may unanimously designate in writing to Tentative Grantee at least one business day prior to payment. The settlement proceeds shall be distributed among and between Petitioners pursuant to a separate agreement among them, and Petitioners shall indemnify Tentative Grantee and hold Tentative Grantee harmless with respect to any dispute among and between Petitioners regarding such distribution.

9. No Admissions. The Parties agree that this Agreement constitutes a compromise of disputed claims respecting the Authorization and the Application. Nothing contained herein is intended nor shall be construed as an admission by any Party of any fact, principle of law or of the validity of any claim of any other Party.

10. Mutual General Releases. Upon Commission approval of this Agreement by Final Order or upon issuance of a ruling by Final Order that no such approval is required, and except as to such rights or claims as may be expressly created or preserved by this Agreement, each Party hereto, for its respective agents, employees, partners, principals, officers, directors, legal representatives, parent corporation, subsidiaries, affiliates, predecessors, successors, and assigns, and for any partnerships, corporations, sole proprietorships or entities owned or controlled by it or under common control with it, as the case may be, forever and fully releases, remisses, quitclaims and forever discharges the other Parties hereto and those Parties' subsidiaries, affiliates, officers, directors, shareholders, employees, agents, lenders, investors, partners, limited partners, principals, representatives, parent corporations, insurers, sureties, attorneys, successors, and assignees, from any and all actions, causes of action, petitions to deny, objections, debts, sums of money, warranties, torts, injuries, losses, claims, demands, damages, attorneys' fees, costs, and other relief of any nature whatsoever whether known or unknown,

whether in law, in equity, under any federal, state, or local laws, regulations, rules, or ordinances, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, before any courts, administrative agencies or departments, that the Parties ever had, now have, or hereafter can, shall or may have arising out of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement. This Release is not intended to and shall not be construed to bar any claim against any person that has held interim or permanent operating authority to serve the Market during the pendency of the Consolidated Proceeding. The Parties will cooperate and take such steps as are reasonable in light of the respective rights to the Parties by this Agreement, in an effort to cause the grant of the Authorization for the Market to Tentative Grantee to become a Final Order as soon as practicable.

11. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable or desirable to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff

as are reasonable or desirable to further the objectives of this Agreement.

12. Representations and Warranties. (a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and performance of and compliance with the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them; (b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority in the Market.

13. Covenants of Tentative Grantee. Tentative Grantee affirmatively covenants that: (a) pending the making of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of the Authorization or the sale of substantially all of the assets of the Tentative Grantee's business in the market or the assignment or transfer of any rights of Tentative Grantee with respect to the Authorization or the Application except for (i) a pro forma assignment or transfer of

control, as those terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of Tentative Grantee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third party acknowledges the obligations of Tentative Grantee to Petitioners under this Agreement and makes adequate provisions for required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement; (b) Tentative Grantee shall, within 5 business days after a Commission ruling approving this Agreement, or determining that no such approval is required, execute a promissory note in form and substance reasonably satisfactory to the Petitioners as evidence of the obligation to make the Payment to Petitioners (c) Tentative Grantee covenants and agrees that no distribution of monies, whether derived from loans, operations or other sources, shall be made to the interestholders of Tentative Grantee while any portion of the Payment due Petitioners remains outstanding unless a simultaneous payment on the obligation to Petitioners is made in an amount greater than or equal to the aggregate amount of the payments to the interestholders of Tentative Grantee.

14. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Tentative Grantee, shall, within 15 days after execution of this Agreement by the Parties hereto, make a complete list of all their members available to a

mutually agreeable third party (the "Custodian"). Such list shall identify any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or affiliated enterprise. The Custodian shall treat the list as confidential and not disclose the identity of the listed members and participants to any third party (including Tentative Grantee or Tentative Grantee's counsel), or include the list in any public document, except as provided in this paragraph. If an adverse filing is made against Tentative Grantee by a person which would constitute a violation of this Agreement if made by a Petitioner, or if any person makes a solicitation to Tentative Grantee to do any sort of business which Tentative Grantee might not be inclined to pursue or accept if such person was a member or affiliate of CFL, AALA and CAC, Tentative Grantee shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a member or affiliate of CFL, AALA and CAC based upon the information supplied to the Custodian. Petitioners shall be obligated to pay the fees of the Custodian. Petitioners will provide to Tentative Grantee an affidavit certifying that the Custodian has been provided with all of the information required in this paragraph.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the matters addressed. No prior agreement or representation, whether verbal or written, shall have any force or effect.

16. Remedies. In the event any Party initiates any proceeding or action to enforce rights or obligations under this Agreement, the prevailing Party in such proceeding or action shall be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

17. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be effective unless and until all Parties have duly executed and delivered this Agreement. For purposes of this Agreement, the exchange of signature pages by facsimile transmission shall be deemed effective. The Parties acknowledge and agree that execution of this Agreement by counsel of record in the Consolidated Proceeding to a party shall be deemed effective to bind such Party with the further understanding that such signature will be ratified by the signature of a principal of the Party within a reasonable time.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

19. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g. Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

BRAVO CELLULAR

By: Philip F. Kish

Title: Designated Signing Partner

Date: 7-2-97

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: [Signature]

Title: Partner

Date: 7/8/97

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

BRAVO CELLULAR

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: 7-3-97

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

BRAVO CELLULAR

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: *Signing Partner*

Date: *165-4 1997*

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

BRAVO CELLULAR

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

BRAVO CELLULAR

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: C. Edward Massaro

Title: Officer of General Partner

Date: 7/24/97

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: William J. Waltrip Pres

Title: President

Date: 7/14/97

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

BRAVO CELLULAR

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: W. J. P.

Title: Partner

Date: 7/3/97

BRAVO CELLULAR

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

BRAVO CELLULAR

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: *David Curkerson*

Title: *President*

Date: *7-15-97*

EXHIBIT 1-F

**Settlement Agreement Between Petitioners
and Cel-Tel Communications
(Ohio 5 - Hancock RSA)**

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the 27th day of April, 1998, by, among and between Cel-Tel Communications ("Grantee"), on the one hand, and Thomas Domencich ("Domencich"), the Committee for a Fair Lottery ("CFL"), Applicants Against Lottery Abuse ("AALA"), Miller Communications, Inc. ("Miller"), Skywave Partners, Inc. ("Skywave"), Buckhead Cellular Communications Partnership ("Buckhead"), Cellular Applicants' Coalition ("CAC") and ZDT Partnership ("ZDT") (collectively, Domencich, CFL, AALA, Miller, Skywave, Buckhead, CAC and ZDT are referred to as the "Petitioners"), on the other hand. Each signatory hereto is referred to separately herein as a "Party" and collectively the signatories are referred to as the "Parties" to this Agreement.

RECITALS

A. WHEREAS Grantee submitted the following application (the "Application") to the Federal Communications Commission (hereinafter, the "Commission" which term shall be deemed to include all Bureaus, Divisions, the Review Board and other delegates of authority thereof) for an authorization to provide Block A cellular services in the following Rural Service Area ("RSA") market (hereinafter the "Market"):

File No. 10912-CL-P-589-A-89
Market No. 589, Ohio 5 - Hancock;

B. WHEREAS the Commission granted the Application for the Market thereby approving the issuance of an authorization (the

"Authorization") by Memorandum Opinion and Order, FCC 97-178, released June 3, 1997 (the "FCC Decision") in a consolidated proceeding (the "Consolidated Proceeding") in which the qualifications of numerous applicants and licensees including Grantee were in issue;

C. WHEREAS Petitioners are parties to the Consolidated Proceeding, have been adverse litigants with respect to the Application for the Market, and have certain rights of appeal (the "Appeal Rights") with respect to the FCC Decision;

D. WHEREAS Petitioners and Grantee desire to terminate their litigation and have agreed to compromise their respective claims and settle their differences; and

E. WHEREAS the Commission encourages the settlement of licensing disputes to mitigate the expenses and delays associated with litigation.

THEREFORE, it is agreed as follows:

1. Settlement Payment. Subject to the terms and conditions set forth below, Grantee agrees to pay Petitioners the sum of \$403,731.00 (the "Payment") in consideration for the relinquishment by Petitioners of their Appeal Rights with respect to the Application and the Grantee.

2. Commission Approval. The Parties shall cooperate in good faith to secure a ruling from the Commission either (a) approving the Agreement and the Payment; or, (b) indicating that such approval is not required. Petitioners shall petition the

Commission for a ruling that the settlement of an applicant market in the Consolidated Proceeding is not subject to Commission approval and/or not subject to any requirement that any resulting settlement payments not exceed the legitimate and prudent expenses of Petitioners, on the ground that settlements of applicant markets should be governed by the rules that were in effect at the time that the applications and initial objections were filed. In the alternative, Petitioners shall seek a ruling that approval of the Payment is in the public interest, and that any applicable limitation on such settlement payment be waived. Grantee shall not oppose, object to, protest, petition against or otherwise comment adversely upon, the Petitioners' request for such Commission ruling.

3. Modification of Payment by Commission Order. In the event of a Commission ruling disapproving the Payment to Petitioners in whole or in part, Petitioners shall have the right but not the obligation to exhaust their administrative and court remedies to overturn or modify the adverse ruling. If any such appeals are foregone or are ultimately unsuccessful, then the amount of the Payment due Petitioners from Grantee under this Agreement shall be reduced to such amount as the Commission may approve by Final Order (as hereinafter defined) provided that Grantee has not breached the obligation of cooperation set forth in Paragraph 2 above. For purposes of this Agreement, the term Final Order shall mean an order with respect to the Application, whether

administrative or judicial, which, by lapse of time or otherwise, is no longer subject to reconsideration, review or appeal.

4. Payment Terms. The Payment shall be due and payable in immediately available funds on the earlier of (a) thirteen months after the commencement of service in the Market by Grantee from at least one cell site location (the "Service Date") provided that the grant of the Application has become a Final Order; (b) the date of consummation of an assignment, transfer of control or a sale of Grantee's right, title and interest in and to the Application or the Authorization for the Market, whether or not the grant of the original Application or of the subsequent assignment or transfer of control application is a Final Order; (c) the execution of a settlement agreement between Grantee and any third party pursuant to which Grantee agrees to relinquish its claims in the Consolidated Proceeding with respect to the Market, to dismiss the Application, to turn in any Authorization or otherwise to abandon those rights it may have in the Market; or (d) the date on which the grant of the Application becomes a Final Order if such date is more than 13 months after the Service Date. Interest shall accrue on unpaid sums at an annual rate of 10% from the date of this Agreement. Grantee shall be deemed relieved of the obligation to make the Payment if none of the conditions set forth in subparagraphs 4(a) (b) (c) and (d) of this section are satisfied.

5. Most Favored Nation. If Petitioners agree to settle with another applicant or licensee that is a party to the

Consolidated Proceeding at a price that is less than \$1.71 times the population of the newly settled RSA (calculated using the 1996 population figures compiled by Donaldson, Lufkin and Jenrette) then the Payment due to Petitioners by Grantee shall be reduced to an equivalent "per pop" figure based upon 236,100 market pops for the Market.

6. Forbearance of Petitioners. Except as otherwise explicitly contemplated by this Agreement, Petitioners shall not further oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal the portion of the FCC Decision granting the Application. In the event of further proceedings with respect to the Application before the Commission upon further review, before the U.S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Petitioners agree, subject to the understandings otherwise set forth in this Agreement, that they shall take no adverse position with reference to the Application and the Grantee. Specifically, and without limitation, Petitioners shall not oppose, object to, protest, petition against or otherwise comment adversely upon any assertion by which Grantee seeks to distinguish its factual and legal circumstances from those of the other applicants or licensees in the Consolidated Proceeding. Petitioners further agree that none of them shall oppose, object to, protest, petition against or otherwise comment adversely upon any major modification,

assignment, transfer, point-to-point microwave, FCC Form 489 or any other applications, notifications or filings by Grantee respecting the Application, the Authorization and the Market before the Commission and any other regulatory or judicial forum whatsoever, provided that Grantee is not in breach of the terms of this Agreement.

7. Preserved Claims. This Agreement shall not bar Petitioners from continuing to fully and diligently prosecute positions adverse to applicants and licensees other than Grantee in the Consolidated Proceeding. To the extent that there are common issues of fact and/or of law respecting Grantee and other applicants or licensees in the Consolidated Proceeding, it shall not be considered a breach of this Agreement for Petitioners to advocate that such facts and law warrant the dismissal of the applications of such other applicants and/or the revocation of the authorizations of such other licensees, nor for Grantee to counter that such facts and law do not warrant the dismissal of the Application or the revocation of the Authorization. In this regard, Grantee acknowledges that it has been informed by Petitioners that they intend to seek reconsideration of the FCC Decision to the extent that such decision grants the applications, or terminates the revocation proceeding, with regard to applicants or licensees who have not settled with the Petitioners.

8. Distribution of Settlement Proceeds. Grantee shall be deemed to have satisfied its payment obligations under this

Agreement if it tenders the full amount then due by wire transfer or cashier's check to Paul, Hastings, Janofsky & Walker LLP as trustee, Bank of America, ABA#12100358, 525 South Flower Street, Los Angeles, CA 90071, account number 14599-04796 or such other law firm escrow account as the Petitioners may unanimously designate in writing to Grantee at least one business day prior to payment. The settlement proceeds shall be distributed among and between Petitioners pursuant to a separate agreement among them, and Petitioners shall indemnify Grantee and hold Grantee harmless with respect to any dispute among and between Petitioners regarding such distribution.

9. No Admissions. The Parties agree that this Agreement constitutes a compromise of disputed claims respecting the Authorization and the Application. Nothing contained herein is intended nor shall be construed as an admission by any Party of any fact, principle of law or of the validity of any claim of any other Party.

10. Mutual General Releases. Upon Commission approval of this Agreement by Final Order or upon issuance of a ruling by Final Order that no such approval is required, and except as to such rights or claims as may be expressly created or preserved by this Agreement, each Party hereto, for its respective agents, employees, partners, principals, officers, directors, legal representatives, parent corporation, subsidiaries, affiliates, predecessors, successors, and assigns, and for any partnerships, corporations,

sole proprietorships or entities owned or controlled by it or under common control with it, as the case may be, forever and fully releases, remisses, quitclaims and forever discharges the other Parties hereto and those Parties' subsidiaries, affiliates, officers, directors, shareholders, employees, agents, lenders, investors, partners, limited partners, principals, representatives, parent corporations, insurers, sureties, attorneys, successors, and assignees, from any and all actions, causes of action, petitions to deny, objections, debts, sums of money, warranties, torts, injuries, losses, claims, demands, damages, attorneys' fees, costs, and other relief of any nature whatsoever whether known or unknown, whether in law, in equity, under any federal, state, or local laws, regulations, rules, or ordinances, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, before any courts, administrative agencies or departments, that the Parties ever had, now have, or hereafter can, shall or may have arising out of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement. This Release is not intended to and shall not be construed to bar any claim against any person that has held interim or permanent

operating authority to serve the Market during the pendency of the Consolidated Proceeding. The Parties will cooperate and take such steps as are reasonable in light of the respective rights to the Parties by this Agreement, in an effort to cause the grant of the Authorization for the Market to Grantee to become a Final Order as soon as practicable.

11. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable or desirable to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff as are reasonable or desirable to further the objectives of this Agreement. The Parties will cooperate and take such steps as are reasonable in light of the respective rights to the Parties by this Agreement, in an effort to cause the grant of the Authorization for the Market to Tentative Grantee to become a Final Order as soon as practicable.

12. Representations and Warranties. (a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and performance of and compliance with the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they

conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them; (b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority in the Market.

13. Covenants of Grantee. Grantee affirmatively covenants that: (a) pending the making of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of the Authorization or the sale of substantially all of the assets of the Grantee's business in the Market or the assignment or transfer of any rights of Grantee with respect to the Authorization or the Application except for (i) a pro forma assignment or transfer of control, as those terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of Grantee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third party acknowledges the obligations of Grantee to Petitioners under this Agreement and makes adequate provisions for required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement; (b) Grantee shall, within 5 business days after a Commission ruling approving this Agreement, or determining that no such approval is required, execute a promissory note in form and substance reasonably satisfactory to

the Petitioners as evidence of the obligation to make the Payment to Petitioners (c) Grantee covenants and agrees that no distribution of monies, whether derived from loans, operations or other sources, shall be made to the interestholders of Grantee while any portion of the Payment due Petitioners remains outstanding unless a simultaneous payment on the obligation to Petitioners is made in an amount greater than or equal to the aggregate amount of the payments to the interestholders of Grantee.

14. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Grantee, shall, within a reasonable time after execution of this Agreement by the Parties hereto, make a complete list of all their members available to a mutually agreeable third party (the "Custodian"). Such list shall identify any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or affiliated enterprise. The Custodian shall treat the list as confidential and not disclose the identity of the listed members and participants to any third party (including Grantee or Grantee's counsel), or include the list in any public document, except as provided in this paragraph. If an adverse filing is made against Grantee by a person which would constitute a violation of this

Agreement if made by a Petitioner, or if any person makes a solicitation to Grantee to do any sort of business which Grantee might not be inclined to pursue or accept if such person was a member or affiliate of CFL, AALA and CAC, Grantee shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a member or affiliate of CFL, AALA and CAC based upon the information supplied to the Custodian. Petitioners shall be obligated to pay the fees of the Custodian. Petitioners will provide to Grantee an affidavit certifying that the Custodian has been provided with all of the information required in this paragraph.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the matters addressed. No prior agreement or representation, whether verbal or written, shall have any force or effect.

16. Remedies. In the event any Party initiates any proceeding or action to enforce rights or obligations under this Agreement, the prevailing Party in such proceeding or action shall be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

17. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be effective unless and until all Parties

have duly executed and delivered this Agreement. For purposes of this Agreement, the exchange of signature pages by facsimile transmission shall be deemed effective. The Parties acknowledge and agree that execution of this Agreement by counsel of record in the Consolidated Proceeding to a Party shall be deemed effective to bind such Party with the further understanding that such signature will be ratified by the signature of a principal of the Party within a reasonable time.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

19. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g., Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

**BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP**

By: _____

Title: _____

Date: _____

**THOMAS DOMENICICH AND
COMMITTEE FOR A FAIR LOTTERY**

By: _____

Title: _____

Date: _____

**CELLULAR APPLICANTS'
COALITION**

By: _____

Title: _____

Date: _____

**APPLICANTS AGAINST LOTTERY
ABUSES**

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

EDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CEL-TEL COMMUNICATIONS

By: Paul M. Luning

Title: President

Date: 4/27/98

SKYRAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: [Signature]

Title: Margene Pata

Date: 8/8/57

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CEL-TEL COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: 8-3-97

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CEL-TEL COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: Contact Representative

Date: August 1, 1997

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CEL-TEL COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: So Perdue

Title: President

Date: Aug 6 1997

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: C. Edward Glasscock

Title: Officer of General Partner

Date: August 12, 1997

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CEL-TEL COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: *Terence J. Welton, Pres*

Title: *President*

Date: *8/15/97*

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CEL-TEL COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: W. J. J.

Title: 7/21/17

Date: Partner

CEL-TEL COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CEL-TEL COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: Jo Anderson

Title: President

Date: Aug 6 1997

EXHIBIT 1-G

**Settlement Agreement Between Petitioners
and Centaur Partnership
(South Carolina 7 - Calhoun RSA)**

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the 1st day of July, 1997, by, among and between Centaur Partnership ("Tentative Grantee"), on the one hand, and Thomas Domencich ("Domencich"), the Committee for a Fair Lottery ("CFL"), Applicants Against Lottery Abuse ("AALA"), Miller Communications, Inc. ("Miller"), Skywave Partners, Inc. ("Skywave"), Buckhead Cellular Communications Partnership ("Buckhead"), Cellular Applicants' Coalition ("CAC") and ZDT Partnership ("ZDT") (collectively, Domencich, CFL, AALA, Miller, Skywave, Buckhead, CAC and ZDT are referred to as the "Petitioners"), on the other hand. Each signatory hereto is referred to separately herein as a "Party" and collectively the signatories are referred to as the "Parties" to this Agreement.

RECITALS

A. WHEREAS Tentative Grantee submitted the following application (the "Application") to the Federal Communications Commission (hereinafter, the "Commission" which term shall be deemed to include all Bureaus, Divisions, the Review Board and other delegates of authority thereof) for an authorization to provide Block A cellular services in the following Rural Service Area ("RSA") market (hereinafter the "Market"):

File No. 10720-CL-P-631-A-89
Market No. 631, South Carolina 7 - Calhoun;

B. WHEREAS the Commission indicated, by Memorandum Opinion and Order, FCC 97-178, released June 3, 1997 (the "FCC Decision") issued in a consolidated proceeding (the "Consolidated Proceeding") in which the qualifications of numerous applicants and licensees including Tentative Grantee were in issue, the Application for the Market would be granted upon submission of affidavits pertaining to Louisiana's community property laws, which grant would result in the issuance of an authorization (the "Authorization") for the Market;

C. WHEREAS Petitioners are parties to the Consolidated Proceeding, have been adverse litigants with respect to the Application for the Market, and have certain rights of appeal (the "Appeal Rights") with respect to the FCC Decision;

D. WHEREAS Petitioners and Tentative Grantee desire to terminate their litigation and have agreed to compromise their respective claims and settle their differences; and

E. WHEREAS the Commission encourages the settlement of licensing disputes to mitigate the expenses and delays associated with litigation.

THEREFORE, it is agreed as follows:

1. Settlement Payment. Subject to the terms and conditions set forth below, Tentative Grantee agrees to pay Petitioners the sum of \$260,604.00 (the "Payment") in consideration for the relinquishment by Petitioners of their Appeal Rights with respect to the Application and the Tentative Grantee.

2. Commission Approval. The Parties shall cooperate in good faith to secure a ruling from the Commission either (a) approving the Agreement and the Payment; or, (b) indicating that such approval is not required. Petitioners shall petition the Commission for a ruling that the settlement of an applicant market in the Consolidated Proceeding is not subject to Commission approval and/or not subject to any requirement that any resulting settlement payments not exceed the legitimate and prudent expenses of Petitioners, on the ground that settlements of applicant markets should be governed by the rules that were in effect at the time that the applications and initial objections were filed. In the alternative, Petitioners shall seek a ruling that approval of the Payment is in the public interest, and that any applicable limitation on such settlement payment be waived. Tentative Grantee shall not oppose, object to, protest, petition against or otherwise comment adversely upon, the Petitioners' request for such Commission ruling.

3. Modification of Payment by Commission Order. In the event of a Commission ruling disapproving the Payment to Petitioners in whole or in part, Petitioners shall have the right but not the obligation to exhaust their administrative and court remedies to overturn or modify the adverse ruling. If any such appeals are foregone or are ultimately unsuccessful, then the amount of the Payment due Petitioners from Tentative Grantee under this Agreement shall be reduced to such amount as the Commission

may approve by Final Order (as hereinafter defined) provided that Tentative Grantee has not breached the obligation of cooperation set forth in Paragraph 2 above. For purposes of this Agreement, the term Final Order shall mean an order with respect to the Application, whether administrative or judicial, which, by lapse of time or otherwise, is no longer subject to reconsideration, review or appeal.

4. Payment Terms. The Payment shall be due and payable in immediately available funds on the earlier of (a) thirteen months after the commencement of service in the Market by Tentative Grantee from at least one cell site location (the "Service Date") provided that the grant of the Application has become a Final Order; (b) the date of consummation of an assignment, transfer of control or a sale of Tentative Grantee's right, title and interest in and to the Application or the Authorization for the Market, whether or not the grant of the original Application or of the subsequent assignment or transfer of control application is a Final Order; (c) the execution of a settlement agreement between Tentative Grantee and any third party pursuant to which Tentative Grantee agrees to relinquish its claims in the Consolidated Proceeding with respect to the Market, to dismiss the Application, to turn in any Authorization or otherwise to abandon those rights it may have in the Market; or (d) the date on which the grant of the Application becomes a Final Order if such date is more than 13 months after the Service Date. Interest shall accrue on unpaid

sums at an annual rate of 10% from the date of this Agreement. Tentative Grantee shall be deemed relieved of the obligation to make the Payment if none of the conditions set forth in subparagraphs 4(a)(b)(c) and (d) of this section are satisfied.

5. Most Favored Nation. If Petitioners agree to settle with another applicant or licensee that is a party to the Consolidated Proceeding at a price that is less than \$1.71 times the population of the newly settled RSA (calculated using the 1996 population figures compiled by Donaldson, Lufkin and Jenrette) then the Payment due to Petitioners by Tentative Grantee shall be reduced to an equivalent "per pop" figure based upon 152,400 market pops for the Market.

6. Forbearance of Petitioners. Except as otherwise explicitly contemplated by this Agreement, Petitioners shall not further oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal the portion of the FCC Decision granting the Application. In the event of further proceedings with respect to the Application before the Commission upon further review, before the U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Petitioners agree, subject to the understandings otherwise set forth in this Agreement, that they shall take no adverse position with reference to the Application and the Tentative Grantee. Specifically, and without limitation, Petitioners shall not oppose, object to,

protest, petition against or otherwise comment adversely upon any assertion by which Tentative Grantee seeks to distinguish its factual and legal circumstances from those of the other applicants or licensees in the Consolidated Proceeding. Petitioners further agree that none of them shall oppose, object to, protest, petition against or otherwise comment adversely upon any major modification, assignment, transfer, point-to-point microwave, FCC Form 489 or any other applications, notifications or filings by Tentative Grantee respecting the Application, the Authorization and the Market before the Commission and any other regulatory or judicial forum whatsoever, provided that Tentative Grantee is not in breach of the terms of this Agreement.

7. Preserved Claims. This Agreement shall not bar Petitioners from continuing to fully and diligently prosecute positions adverse to applicants and licensees other than Tentative Grantee in the Consolidated Proceeding. To the extent that there are common issues of fact and/or of law respecting Tentative Grantee and other applicants or licensees in the Consolidated Proceeding, it shall not be considered a breach of this Agreement for Petitioners to advocate that such facts and law warrant the dismissal of the applications of such other applicants and/or the revocation of the authorizations of such other licensees, nor for Tentative Grantee to counter that such facts and law do not warrant the dismissal of the Application or the revocation of the Authorization. In this regard, Tentative Grantee acknowledges that

it has been informed by Petitioners that they intend to seek reconsideration of the FCC Decision to the extent that such decision grants the applications, or terminates the revocation proceeding, with regard to applicants or licensees who have not settled with the Petitioners.

8. Distribution of Settlement Proceeds. Tentative Grantee shall be deemed to have satisfied its payment obligations under this Agreement if it tenders the full amount then due by wire transfer or cashier's check to Paul, Hastings, Janofsky & Walker LLP as trustee, Bank of America, ABA#12100358, 525 South Flower Street, Los Angeles, CA 90071, account number 14599-04796 or such other law firm escrow account as the Petitioners may unanimously designate in writing to Tentative Grantee at least one business day prior to payment. The settlement proceeds shall be distributed among and between Petitioners pursuant to a separate agreement among them, and Petitioners shall indemnify Tentative Grantee and hold Tentative Grantee harmless with respect to any dispute among and between Petitioners regarding such distribution.

9. No Admissions. The Parties agree that this Agreement constitutes a compromise of disputed claims respecting the Authorization and the Application. Nothing contained herein is intended nor shall be construed as an admission by any Party of any fact, principle of law or of the validity of any claim of any other Party.

10. Mutual General Releases. Upon Commission approval of this Agreement by Final Order or upon issuance of a ruling by Final Order that no such approval is required, and except as to such rights or claims as may be expressly created or preserved by this Agreement, each Party hereto, for its respective agents, employees, partners, principals, officers, directors, legal representatives, parent corporation, subsidiaries, affiliates, predecessors, successors, and assigns, and for any partnerships, corporations, sole proprietorships or entities owned or controlled by it or under common control with it, as the case may be, forever and fully releases, remisses, quitclaims and forever discharges the other Parties hereto and those Parties' subsidiaries, affiliates, officers, directors, shareholders, employees, agents, lenders, investors, partners, limited partners, principals, representatives, parent corporations, insurers, sureties, attorneys, successors, and assignees, from any and all actions, causes of action, petitions to deny, objections, debts, sums of money, warranties, torts, injuries, losses, claims, demands, damages, attorneys' fees, costs, and other relief of any nature whatsoever whether known or unknown, whether in law, in equity, under any federal, state, or local laws, regulations, rules, or ordinances, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, before any courts, administrative agencies or departments, that the Parties ever had, now have, or hereafter can, shall or may have arising out

of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement. This Release is not intended to and shall not be construed to bar any claim against any person that has held interim or permanent operating authority to serve the Market during the pendency of the Consolidated Proceeding.

11. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable or desirable to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff as are reasonable or desirable to further the objectives of this Agreement. The Parties will cooperate and take such steps as are reasonable in light of the respective rights to the Parties by this Agreement, in an effort to cause the grant of the Authorization for the Market to Tentative Grantee to become a Final Order as soon as practicable.

12. Representations and Warranties. (a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and

performance of and compliance with the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them; (b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority in the Market.

13. Covenants of Tentative Grantee. Tentative Grantee affirmatively covenants that: (a) pending the making of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of the Authorization or the sale of substantially all of the assets of the Tentative Grantee's business in the market or the assignment or transfer of any rights of Tentative Grantee with respect to the Authorization or the Application except for (i) a pro forma assignment or transfer of control, as those terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of Tentative Grantee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third party acknowledges the obligations of Tentative Grantee to Petitioners under this Agreement and makes adequate provisions for

required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement; (b) Tentative Grantee shall, within 5 business days after a Commission ruling approving this Agreement, or determining that no such approval is required, execute a promissory note in form and substance reasonably satisfactory to the Petitioners as evidence of the obligation to make the Payment to Petitioners (c) Tentative Grantee covenants and agrees that no distribution of monies, whether derived from loans, operations or other sources, shall be made to the interestholders of Tentative Grantee while any portion of the Payment due Petitioners remains outstanding unless a simultaneous payment on the obligation to Petitioners is made in an amount greater than or equal to the aggregate amount of the payments to the interestholders of Tentative Grantee.

14. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Tentative Grantee, shall, within a reasonable time after execution of this Agreement by the Parties hereto, make a complete list of all their members available to a mutually agreeable third party (the "Custodian"). Such list shall identify any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or

affiliated enterprise. The Custodian shall treat the list as confidential and not disclose the identity of the listed members and participants to any third party (including Tentative Grantee or Tentative Grantee's counsel), or include the list in any public document, except as provided in this paragraph. If an adverse filing is made against Tentative Grantee by a person which would constitute a violation of this Agreement if made by a Petitioner, or if any person makes a solicitation to Tentative Grantee to do any sort of business which Tentative Grantee might not be inclined to pursue or accept if such person was a member or affiliate of CFL, AALA and CAC, Tentative Grantee shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a member or affiliate of CFL, AALA and CAC based upon the information supplied to the Custodian. Petitioners shall be obligated to pay the fees of the Custodian. Petitioners will provide to Tentative Grantee an affidavit certifying that the Custodian has been provided with all of the information required in this paragraph.

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be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

17. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be effective unless and until all Parties have duly executed and delivered this Agreement. For purposes of this Agreement, the exchange of signature pages by facsimile transmission shall be deemed effective. The Parties acknowledge and agree that execution of this Agreement by counsel of record in the Consolidated Proceeding to a Party shall be deemed effective to bind such Party with the further understanding that such signature will be ratified by the signature of a principal of the Party within a reasonable time.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

19. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g. Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

JUL-03-1997 08:46

P.02

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

CENTAUR PARTNERSHIP

By: Joseph L. WashingtonTitle: Chairman of CentaurDate: 7/2/97

Executive
Committee

THOMAS DOMENICICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

EDT PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: *Paul J. J...*

Title: Partner

Date: 7/3/97

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CENTAUR PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: 7-3-97

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CENTAUR PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: Signy Pontre

Date: 16 July 1997

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CENTAUR PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: G. Edward Klass

Title: Officer of General Partner

Date: 7/24/97

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CENTAUR PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By:  _____

Title: PRESIDENT

Date: 7/14/92

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CENTAUR PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: W. J. J. J.

Title: Partner

Date: 7/2/97

CENTAUR PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

CENTAUR PARTNERSHIP

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: DA Curkerson

Title: President

Date: 7-15-97